

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

<b>BBLE, LLC,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. <u>16-1207</u></b>
	)	
<b>B2 HOLDINGS, LLC;</b>	)	
<b>BERBIGLIA, INC., JACK</b>	)	
<b>CARL BONDON REVOCABLE</b>	)	
<b>TRUST DATED APRIL 12, 1995;</b>	)	
<b>JACK C. BONDON, trustee of</b>	)	
<b>Jack Carl Bondon Trust dated</b>	)	
<b>April 12, 1995; JACK C.</b>	)	
<b>BONDON, individually, PEGGY</b>	)	
<b>A. BONDON, RALPH BONDON,</b>	)	
<b>and ANDREA J. BONDON,</b>	)	
	)	
<b>Defendants.</b>	)	
	)	

**COMPLAINT**

COMES NOW Plaintiff BBLE, LLC and for its Complaint against B2 Holdings, LLC; Berbiglia, Inc.; Jack Carl Bondon Revocable Trust dated April 12, 1995 (the "Trust"); Jack C. Bondon, Trustee of the Trust; Jack C. Bondon, individually; Peggy A. Bondon; Ralph Bondon; and Andrea J. Bondon (collectively, the "Defendants"), states and alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. BBLE, LLC ("BBLE") is a Missouri limited liability company, and its sole member, Paul DeBruce, is a resident of the State of Kansas.
2. Defendant B2 Holdings, LLC ("B2 Holdings") is a Missouri limited liability company with its principal place of business located at 16680 Country Club Court, Loch Lloyd, Missouri 64012. Pursuant to Fed. R. Civ. P. 4(e) and (h), B2 Holdings may be served with

process by serving its registered agent: Jack C. Bondon, 16680 Country Club Court, Loch Lloyd, Missouri 64012.

3. Defendant Berbiglia, Inc. (“Berbiglia”) is a Missouri corporation with its principal place of business located at 1114 West 103rd Street, Kansas City, Missouri 64114. Pursuant to Fed. R. Civ. P. 4(e) and (h), Berbiglia may be served with process by serving its registered agent: Jack C. Bondon, 1114 West 103rd Street, Kansas City, Missouri 64114.

4. Defendant Jack Carl Bondon Revocable Trust dated April 12, 1995 (the “Trust”) may be served with process by serving its trustee: Jack C. Bondon, 16680 Country Club Court, Loch Lloyd, Missouri 64012.

5. Defendant Jack C. Bondon (individually and as trustee of the Jack Carl Bondon Trust dated April 12, 1995) (“Jack Bondon”), is a natural person who, upon information and belief, resides at 16680 Country Club Court, Loch Lloyd, Missouri 64012 and may be served with process at that location pursuant to Fed. R. Civ. P. 4(e)(2).

6. Defendant Peggy A. Bondon is a natural person who, upon information and belief, resides at 16680 Country Club Court, Loch Lloyd, Missouri 64012 and may be served with process at that location pursuant to Fed. R. Civ. P. 4(e)(2).

7. Defendant Ralph Bondon is a natural person who, upon information and belief, resides at 2510 NW Riven Point Circle, Lee’s Summit, Missouri 64081 and may be served with process at that location pursuant to Fed. R. Civ. P. 4(e)(2).

8. Defendant Andrea J. Bondon is a natural person who, upon information and belief, resides at 16680 Country Club Court, Loch Lloyd, Missouri 64012 and may be served with process at that location pursuant to Fed. R. Civ. P. 4(e)(2).

9. B2 Holdings' members are Jack Bondon and Ralph Bondon. Upon information and belief, both reside in the State of Missouri.

10. Jurisdiction in this action is proper pursuant to 28 U.S.C. § 1332, as the amount in controversy exceeds \$75,000, and BBLE is a citizen of state different than the citizenship of any defendant and further from the members of B2 Holdings.

11. Venue in this action is proper pursuant to 28 U.S.C. § 1391, because this is the judicial district in which a substantial part of the events or omissions giving rise to BBLE's claims arose.

### **FACTS COMMON TO ALL COUNTS**

#### **Loan Documents**

12. On or about September 1, 2011, Paul DeBruce ("Mr. DeBruce") entered into a series of loan transactions with Defendants B2 Holdings, LLC and Berbiglia, Inc. (the "Borrowers"). These loans were evidenced by the execution of two promissory notes by the Borrowers in favor of Mr. DeBruce, in the amounts of \$1,705,000.00 and \$2,295,000.00 (the "Notes"). True and correct copies of the Notes are attached hereto and marked as **Exhibit A**.

13. The loan transactions were further evidenced by a loan agreement executed by the Borrowers and Mr. DeBruce on or about September 1, 2011 (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto and marked as **Exhibit B**.

14. To secure the Borrowers' obligations under the Notes and the Loan Agreement, the Borrowers and Mr. DeBruce executed a Future Advance Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust") on or about September 1, 2011. A true and correct copy of the Deed of Trust is attached hereto and marked as **Exhibit C**.

15. The Deed of Trust granted Mr. DeBruce a lien on, *inter alia*, certain real estate located at 1014 W. 103rd St., Kansas City, MO ("Real Estate #1") and 7846 Wornall Rd., Kansas City, MO ("Real Estate #2" and collectively with Real Estate #1, the "Real Estate").

16. On or about September 1, 2011, Jack Bondon, individually and as Trustee of the Trust, and Peggy Bondon, individually, executed a Guaranty Agreement in favor of Mr. DeBruce ("Guaranty #1"). A true and correct copy of Guaranty #1 is attached hereto and marked as **Exhibit D**.

17. On or about September 1, 2011, Ralph Bondon and Andrea Bondon executed a Guaranty Agreement in favor of Mr. DeBruce ("Guaranty #2") (collectively, with Guaranty #1, the "Guaranties"). A true and correct copy of Guaranty #2 is attached hereto and marked as **Exhibit E**. (The Note, the Loan Agreement, the Deed of Trust, and the Guaranties are collectively referred to hereinafter as the "Loan Documents").

18. Pursuant to the Guaranties, the Trust, Jack Bondon, Peggy Bondon, Ralph Bondon, and Andrea Bondon (collectively, the "Guarantors") personally and unconditionally guaranteed the obligations of the Borrowers to Mr. DeBruce, including repayment of the principal amounts owing by the Borrowers to Mr. DeBruce at any given time, interest accruing on such sums, and all of Mr. DeBruce's costs of collection, expenses, and attorneys' fees.

19. In reliance on these Guaranties, Mr. DeBruce extended credit and other financial accommodations to the Borrowers.

20. The loans evidenced by the Loan Documents are commercial loans.

21. On or about July 20, 2016, Mr. DeBruce entered into an assignment agreement with BBLE, whereby Mr. DeBruce assigned the Loan Documents to BBLE (the "Assignment"). A true and correct copy of the Assignment is attached hereto and marked as **Exhibit F**.

22. BBLE is the holder of the Loan Documents and is entitled to enforce the Loan Documents against the Borrowers and the Guarantors.

23. Pursuant to the Loan Documents, the Borrowers and the Guarantors agree to pay attorneys' fees and collection costs incurred by BBLE in collecting the amounts owing under the Loan Documents and in enforcing BBLE's rights and remedies thereunder.

#### **Default Under the Loan Documents**

24. The loans evidenced by Loan Documents matured on March 1, 2013 (the "Maturity Date"), at which time all amounts thereunder became immediately due and owing.

25. From and after the Maturity Date, the Borrowers have failed to pay the amounts owing under the Loan Documents.

26. The failure to pay the amounts owing under the Loan Documents is an Event of Default thereunder.

27. As of July 31, 2016, the Borrowers and the Guarantors were indebted to BBLE in the following amounts, including accruing interest, costs, expenses, and attorneys' fees: \$2,421,279.00 in principal, \$161,419.00 in accrued interest, and \$53,908 in costs, expenses, and attorneys' fees, totaling \$2,636,606.00.

#### **The Trustee's Sales**

28. Due to the Borrowers' and Guarantors' defaults, BBLE instructed SMF Registered Services, Inc. ("SMF"), to foreclose the Deed of Trust and sell the Real Estate described therein at public auction.

29. On August 25, 2016, SMF conducted a foreclosure sale under the Deed of Trust at 2:00 p.m. at the Jackson County, Missouri Courthouse, 415 East 12th Street, Kansas City, Jackson County, Missouri (the "Trustee's Sale").

30. BBLE, LLC was the high bidder at the Trustee's Sale for Real Estate #1 with a credit bid of \$1,100,000.00.

31. BBLE, LLC has the high bidder at the Trustee's Sale for Real Estate #2 with a credit bid of \$360,000.00.

32. As of October 31, 2016, after all credits have been applied, the Borrowers and the Guarantors are indebted to BBLE in the following amounts, plus accruing interest, costs, expenses, and attorneys' fees: \$1,215,293.00 in principal, \$17,217.00 in accrued interest, \$861.00 in late fees totaling \$1,233,370.00 plus interest from and after October 31, 2016 at the per diem default rate of \$332.96 (collectively, the "Indebtedness").

#### **COUNT I: SUIT ON THE NOTE**

33. BBLE hereby incorporates paragraphs 1 through 33 above as though fully set forth herein.

34. Under the terms of the Loan Documents, the Borrowers are obligated to perform all terms and conditions set forth therein, including, but not limited to, paying all amounts due and owing thereunder on the Maturity Date.

35. Mr. DeBruce, and then BBLE, performed all obligations required under the Loan Documents.

36. As of the Maturity Date, all amounts under the Loan Documents became immediately due and owing.

37. Even after the Trustee's Sale, the Borrowers remain in default for failing to pay the Indebtedness when due.

38. BBLE has incurred and will continue to incur attorneys' fees and collection costs in the collection of the Indebtedness and enforcement of BBLE's rights and remedies under the Loan Documents.

39. Pursuant to the Loan Documents, the Borrowers agreed to pay attorneys' fees incurred by BBLE in collecting the amounts owing under the Loan Documents and in enforcing BBLE's rights and remedies thereunder.

40. From and after the Maturity Date, the Borrowers have failed to pay the Indebtedness.

41. BBLE has been damaged in the amount of the Indebtedness as a direct and proximate result of the Borrowers' default.

WHEREFORE, BBLE, LLC prays for judgment against B2 Holdings, LLC and Berbiglia, Inc., jointly and severally, in the sum of \$1,233,370.00, plus interest from and after October 31, 2016 until date of judgment at the per diem default rate of \$332.96, plus costs of collection and attorneys' fees permitted under the Loan Documents, and applicable law, which continue to accrue, and post judgement interest at the default rate set forth in the Loan Documents.

#### **COUNT II: SUIT ON THE GUARANTIES**

42. BBLE hereby incorporates paragraphs 1 through 41 above as though fully set forth herein.

43. In consideration of the loans being made to the Borrowers, the Guarantors each executed the Guaranties, under which the Guarantors each personally and unconditionally guaranteed the obligations of the Borrowers under the Loan Documents, including repayment of the Indebtedness.

44. In reliance on these Guaranties, Mr. DeBruce, and then BBLE, granted credit and other financial accommodations to the Borrowers.

45. The Borrowers currently owe the entire amount of Indebtedness, which remains unpaid.

46. The Guarantors are in default under the Guaranties for failing to pay the Indebtedness when due.

47. Pursuant to the Loan Documents, the Guarantors each agreed to pay attorneys' fees incurred by BBLE in collecting the amounts owing under the Loan Documents and in enforcing BBLE's rights and remedies thereunder.

48. From and after the Maturity Date, the Guarantors have each failed to pay the Indebtedness.

49. BBLE has been damaged in the amount of the Indebtedness as a direct and proximate result of the Guarantors' defaults.

WHEREFORE, BBLE, LLC prays for judgment against the Jack Carl Bondon Revocable Trust dated April 12, 1995, Jack C. Bondon individually and as Trustee of the Trust, Peggy A. Bondon, Ralph Bondon and Andrea J. Bond, jointly and severally, in the sum of \$1,233,370.00, plus interest from and after October 31, 2016 until date of judgment at the per diem default rate of \$332.96, plus costs of collection and attorneys' fees permitted under the Loan Documents, and applicable law, which continue to accrue, and post judgement interest at the default rate set forth in the Loan Documents.



STINSON LEONARD STREET LLP

By: /s/ Nicholas J. Zluticky  
Nicholas J. Zluticky, MO #61203  
Katherine A. Bechina, MO #68100  
1201 Walnut Street, Suite 2900  
Kansas City, MO 64106  
Telephone: (816) 842-8600  
Facsimile: (816) 691-3495  
[nicholas.zluticky@stinson.com](mailto:nicholas.zluticky@stinson.com)  
[katherine.bechina@stinson.com](mailto:katherine.bechina@stinson.com)

ATTORNEYS FOR BBLE, LLC